

for Agent,

Def Doc # 788

JAPAN AND CHINA.

Supplementary agreement for a loan for the Hsinmin't'un-Mukden and
Kirin-Ch'angch'un railways.--November 12, 1908.

According to Article 4 of the Hsin-Feng (i.e., Hsinmin-Mukden) and Chi-Ch'ang (i.e., Kirin-Changchun) Railway agreement between the two Governments of Japan and China, dated Meiji, 40th year, 4th month, 15th day Kuangshu 33rd year, 3rd month, 3rd day (April 15, 1907), it was agreed that, before settling the loan contract for the said railway, the two Governments should draw up a supplementary agreement regarding matters not settled in the original agreement.

Now the two officials designated below have concluded the following agreement:

Article I.--It is agreed by Articles 1 and 2 of the Hsin-Feng and Chi-Ch'ang Railway agreement between the Governments of Japan and China (hereafter to be called the "Agreement") that half of the capital needed for that portion of the Ching-Feng (i.e., Peking-Mukden) Railway lying east of the Liao River amounting to Yen 320,000, and half of the capital needed for the Chi-Ch'ang Railway amounting to Yen 2,150,000 should be borrowed from the South Manchuria Railway Company.

Article II.--The interest on this loan shall be at the rate of five per cent per annum.

Article III.--The actual rate at which the loan shall be realized shall be 93 for every 100 as agreed upon in Article 6 of the "Agreement."

Article IV.--It is stipulated in Article 3 of the "Agreement" that during the term of the loan, the Chinese Government shall employ a Japanese engineer-in-chief for that portion of the Ching-Feng Railway.

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may continue to act and as at present will continue to be under the control of the director and engineer-in-chief of the Ching-Feng Railway. If, in future, changes are made in the engineering staff, as provided in the "Agreement," application shall be made to the South Manchuria Railway which will make appointments after full consultation. The status of these engineers shall be as stated above.

Article V.--Since it is difficult for the Chinese Government to keep separate accounts for that portion of the Ching-Feng Railway which lies east of the Liao River, the Japanese Government consents that no Japanese accountants shall be specially appointed, and the Japanese Government consents that the Chinese Government shall set aside monthly a sum calculated to be sufficient for the monthly payment of capital and interest on the amount of the loan for the said section of railway. This sum shall be deposited on the first day of every month in some Japanese Bank in China, designated by the South Manchuria Railway Company. This deposit shall be regarded as a sinking fund for the redemption of the capital and interest of the loan when due. The manner of making the payments of the Capital and interest of the loan when due, and the interest which shall be allowed by the bank on the sums deposited shall be decided when the detailed loan contract is drawn up. The Chinese Government also consents that the monthly balance sheets for the whole Ching-Feng Railway Line and the annual exact statement of accounts in English shall be sent monthly and annually to the South Manchuria Railway Company for inspection.

Article VI.--The engineer-in-chief and the accountants of the Chi-Ch'ang Railway should all be Japanese as provided in Article

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3 of the "Agreement." The method of appointment shall be as follows:

The Chinese Government will elect a well trained and capable engineer-in-chief and appoint him, after full consultation with the South Manchuria Railway Company. The accountants shall be selected by the South Manchuria Railway Company; and after consultation with the Chinese Government the Chinese Government shall appoint them. If in future it shall be necessary to change the engineer-in-chief or accountants, there must be consultation with the South Manchuria Railway Company according to the "Agreement," and the appointments must be made as arranged above.

Article VII.--The special loan contract must conform to the stipulations of the "Agreement" and of this "Supplementary Agreement." It will be drawn up between the South Manchuria Railway Company and an official appointed by the Board of Posts and Communications.

This supplementary agreement will be in force when ratified by the two Governments.

Signed at Peking, Moji, 41st year, 11th month, 12th day/Kuang-hsu, 34th year, 10th month, 19th day (November 12, 1908), by

(Signed) MORITARO ABE,
First Secretary of Legation.
LIANG SHIH-I,
Director of the Head Railway
Office of the Board of Posts
and Communications.

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C E R T I F I C A T E

Statement of Source and Authenticity

I, Kayoshi Yano, Chief of the Archives Section, Japanese Foreign Office, hereby certify that the document hereto attached in English consisting of 2 pages and entitled "Supplementary agreement for a loan for the maintenance of Mukden and Kirin-Changchung railways, November 12, 1908" is an exact and true excerpt from "Treaties and Agreements with and concerning China 1894-1910 MacMurray, volume I Manchu Period (1894-1911)" in the custody of Japanese Foreign Office"

Certified at Tokyo,
on this 18th day of March 1947.

(signed) K. YANO
Signature of Official

Witness: (signed) V. VANCE

for Agent copies

Dot Doc. 780

新奉及吉長鐵道ニ關スル續約 外務省條約局、日本並支那ニ關スル
日本及他國間ノ條約（大正十二年三月）

一九〇八年一一月一二日

二九二頁

明治四一年一一月一二日

光緒三四年一〇月一九日

日清兩國政府ハ明治四十年四月一五日即テ光緒三三年三月三日締結セル新
奉及吉長鐵道ニ關スル協約第四條ノ規定ニ基キ兩國當事者間ニ於テ該鐵道
借款契約ヲ訂立スルニ先テ協約ノ取極事項ヲ相足スルノ必要アルヲ認メ各
下名ハ各命ヲ受ケテガ續約ノ既定スルコト左ノ如シ

第一條 清國政府ハ新奉及吉長鐵道ニ關スル協約ヘ以下單ニ以約ト稱ス
第一
條及第二條ノ規定ニ依リ京奉鐵道遼河以東ニ要スル資金ノ半額日本貨幣
三十二万圓並吉長鐵道新設ニ要スル資金ノ半額日本貨幣二百十五万圓ヲ
南滿洲鐵道會社ヨリ借り入ル、モノトス

第二條 借款ノ利率ハ年五分トス

第三條 借款ノ實收價格ハ協約第六條ノ規定ニ依リ百ニ付九十三トス

第四條清國政府ハ協約第三條ノ規定ニ依リ借款期限中ノ京奉鐵道遼河以東線ノ技師ヲニ日本人ヲ用フベシ而シテ其ノ初ニ於テハ現ニ京奉鐵道ニ在ルスル日本人技師ヲシテ之ニ當ラシノ其ノ職務ニ關シテハ總て現在ノ辦法に照シ京奉鐵道總辦並技師長ノ管轄ヲ受タヘキモノトス將來アラ交迭スルノ必要生シタルトキハ協約ノ規定ニ依リ南滿洲鐵道會社ト協議ノ上之ヲ行ヒ其ノ職務ニ關シテ同シテ前記ノ辦法ニ依ルベキモノトス。

第五條清國政府ハ京奉鐵道遼河以東線ノ會計事務ヲ別ニ區分スルコト因難ナリト爲スヲ以テ日本國政府ハ同線ニ會計主任トシテ日本人ヲ用フルヲ要セザルコトヲ承諾シ借款ニ對スル毎年ノ元利償還額ノ月割額ヲ以テ遼河以東線ノ毎月純收入額ト看做シ毎月ノ初日ニ於テ清國政府ヨリ之ヲ南滿洲鐵道會社ノ指定スル清國ニ在ル日本銀行ニ預入レ元利償還ノ各時期ニ至リ其ノ支拂ニ充ツルニトニ同意ス而シテ右元利償還ノ方法並銀行預入金ノ利率等ニ關シテハ借款契約取締ノ際協定スベシ。

清國政府ハ京奉鐵道全線ノ月末收支核算並年末收支決算書英文報告書ヲ南滿洲鐵道會社ニ提示スベキモノトス。

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第六條 吉長鐵道ノ技師長及會計主任ニヘ協約第三條ノ規定ニ依リ日本人ヲ用
フベシ其ノ任用方法ハ技師長ハ清國政府ヨリ適當ノ人物ヲ選ビ南滿洲鐵道
會社ニ就職ノ上清國政府之ヲ任命シ會計主任ハ南滿洲鐵道會社ヨリ推薦シ
清國政府ト協議ノ上清國政府之ヲ任命スルモノトス 其ノ交迭ヲ要スル場
合ニ於テハ協約ノ規定ニ依リ南滿洲鐵道會社ト協議ノ上同リ前記ノ手續ニ
依リ任命ニルセノトス

第七條 借款は開ハル細目ノ取扱ハ協約及本續約ノ規定ニ基キ南滿洲鐵道會社
ト清國政府ノ委員ノ間ニ別ニ協定スベヤセノトス

本續約ハ各支那政府ノ承認ヲ受クヘヤモノトス

明治四一年一一月一二日
光緒三四年一〇月十九日

北京ニ於テ

公使館一等書記官 阿部守太郎
郵傳部鐵路總局代表 梁士詒

Dof. Doc. No. 739

C E R T I F I C A T E
Statement of Source and Authenticity

I, Hayashi, Naoru, Chief of the Archives Section, Japanese Foreign Office, hereby certify that the document hereto attached in Japanese consisting of 5 pages and entitled "Supplementary Agreement for a loan for the Asinmuntun-Mukden and Kirin-Chang-chung Railways November 12, 1903" is an exact and true copy of official document of the Japanese Foreign Office.

Certified at Tokyo,
on this 7th day of February, 1947

/s/ K. Hayashi
Signature of Official

Witness: K. Urabe